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#### Contract Database Metadata Elements

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# AGREEMENT

by and between the  
**BOARD OF TRUSTEES**  
of the  
**LONG BEACH  
PUBLIC LIBRARY**

and

**CSEA, Local 1000 AFSCME,  
AFL-CIO**

**RECEIVED**



SEP 27 2001

Long Beach Public Library Unit

NYS PUBLIC EMPLOYMENT RELATIONS BOARD Nassau County Municipal Employees Local 882

**July 1, 2000 — June 30, 2003**

AGREEMENT between the BOARD OF TRUSTEES OF THE LONG BEACH PUBLIC LIBRARY and CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., Local 1000, A.F.S.C.M.E, Nassau Municipal Local 882, Library Unit 7246.

This AGREEMENT entered into by the Long Beach Public Library (hereinafter "Employer") and the Civil Service Employees Association, Inc. (hereinafter "C.S.E.A.") has as its purpose, the promotion of harmonious relations between the Employer and the C.S.E.A.; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

It is understood by and between the parties that any provision of this AGREEMENT requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

#### ARTICLE I

##### RECOGNITION ;

The Employer recognizes the C.S.E.A. as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its full-time and part-time employees, including, Librarians, Librarian Trainees,<sup>1</sup> Clerical Employees, Library Programmer,

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<sup>1</sup>See Appendix C

Information Assistants and Custodians, excluding Director, Assistant Director, Administrative Assistant to the Director, Bookkeeper, Attorney, Pages and Staff of the Board of Trustees.

## ARTICLE II

### ASSOCIATION SECURITY

#### Section 1. CHECKOFF OF C.S.E.A. DUES

(a) The Employer agrees to deduct C.S.E.A. membership dues, in accordance with the amount certified by the C.S.E.A. to the Employer, and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of C.S.E.A. dues provided by the C.S.E.A. from the pay of all employees who have executed such authorization for payroll deduction of C.S.E.A. dues, copies of which authorizations shall be forwarded to the Employer.

(b) Payroll deduction of C.S.E.A. dues under the properly executed authorization for Payroll Deduction of C.S.E.A. Dues forms, shall be effective at the time the written authorization is received by the Employer, on the form annexed hereto as Exhibit A, and shall be deducted from the next full payroll, and from each payroll thereafter, from the pay of the employee.

(c) The aggregate total of all such deductions shall be remitted at the time of the deduction to the designated financial officer of the C.S.E.A. The Employer shall, upon request of the

C.S.E.A., provide a list of employees from whose pay dues have been deducted.

(d) Any changes in the amount of the C.S.E.A. dues to be deducted must be certified by the C.S.E.A., in writing, and be forwarded to the Employer.

(e) Revocation of Authorization Cards shall be subject to the conditions thereon. (See Exhibit A)

## Section 2. ACCESS TO PREMISES

The Employer agrees to permit outside representatives of the C.S.E.A. to enter the premises of the Employer for discussion of working conditions with employees, provided such representatives do not unduly interfere with the operations of the Employer or the performance of duties assigned to the employees, and provided further that permission from the Director is obtained, which permission shall not be unreasonably withheld.

## Section 3. BULLETIN BOARDS

The Employer agrees to provide space for a bulletin board for the exclusive use of the C.S.E.A., to post notices at the Main Branch. The use of such facilities shall be confined to legitimate C.S.E.A. business.

## Section 4. AID TO OTHER UNIONS, ASSOCIATIONS, ETC.

The Employer agrees that there will be no aid, promotion or financing by the Employer of any labor group or organization other than the C.S.E.A. which purports to engage in collective

bargaining on the part of the employees, or those designated as its representatives or subordinate staff, for any purpose.

#### Section 5. ACCESS TO PERSONNEL INFORMATION

(a) The Employer agrees to provide to an employee designated by the Local 1000, Unit 7246 President access to the following information when reasonably requested with respect to the current status of each employee subject to this Agreement, including all new employees hired: (i) job classification and job description, (ii) wages and benefits, and (iii) whether employment is on a permanent, provisional or temporary (length of time) basis. Such information shall include information on all personnel whom the Employer may employ through funds provided by any source whatsoever. The C.S.E.A. may make photostatic copies of such information on a machine to be provided by the Employer.

(b) All employees shall receive a written copy of their job description at the time of initial employment, and at the time they change title. The Employer shall also provide each employee with the current status of his or her annual and sick leave benefits twice a year<sup>2</sup>, and at such other times as requested by the employee.

#### Section 6. COPY OF AGREEMENT

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<sup>2</sup>Unless otherwise modified or defined herein, the term "year" shall mean the calendar year.

All employees included within the bargaining unit shall receive a copy of this AGREEMENT. A copy of the current contract shall be made available to all new employees on their first day of employment, provided sufficient copies of the contract are furnished to management by the union.

#### Section 7. COPYING PRIVILEGES

The C.S.E.A. will be permitted to use photocopying and printing equipment of the Library, for C.S.E.A. business, at reasonable times, when the Employee is not on duty and such equipment is not otherwise in use. There shall be no charge for such use, except that the C.S.E.A. shall pay for supplies at the Employer's rate

#### Section 8. LABOR-MANAGEMENT COMMITTEE

In order to inform each other of the needs and problems involved in the operation of the Library, the Employer and the C.S.E.A. will establish a Labor-Management Committee consisting of two designated representatives from each party, to meet as needed at mutually agreeable times, for the discussion of mutual goals, Library procedures, Library policies, personnel problems, and the quality of service to the community.

#### Section 9. LIBRARY BOARD MEETINGS

The Employer shall provide the C.S.E.A. with a copy of the agenda of each Board Meeting as soon as it is available. A copy of the approved minutes of the Board of Trustees' meetings

shall be given to the C.S.E.A., upon request, as soon as it is available. Bills and schedules shall be made available to the C.S.E.A., upon request, prior to the meeting. The C.S.E.A. shall be accorded a regular place on the agenda of each Board Meeting to present statements, information, problems, etc.

#### Section 10. FREEDOM OF INFORMATION

All information to be supplied to the C.S.E.A. hereunder shall be subject to the Freedom of Information Act and the Right to Privacy Laws including all State laws governing Freedom of Information and Right to Privacy.

#### ARTICLE III

#### HOURS OF WORK

#### Section 1. WORK WEEK

(a) The work week shall consist of thirty-five (35) hours per week, with no more than seven (7) hours per day, except in the event of an emergency or administratively approved overtime. Such hours, for all employees except custodial employees, shall be calculated on the basis of a five (5) day week within a six (6) day period, excluding Sundays.

(b) All employees, in addition to their regular work week, shall be required, if requested, to work any Sunday when the Library is open. Employees shall be scheduled to work on Sundays on a rotating basis so that the Sundays to be worked shall, if possible, be equally distributed. Employees may volunteer for



Sunday work so long as the Employer is able to satisfy its staffing needs thereby. In the event that the number of volunteers is either too numerous or too few, the Employer shall implement a rotating schedule to meet Sunday staffing needs. In the event the number of Sunday volunteer Librarians is insufficient, the Employer shall attempt to hire a Librarian for Sunday only. Full-time employees who work on Sundays shall be paid at the rate of double their regular hourly rate. Part-time employees who work on Sundays shall be paid at the rate of one and one-half times their regular hourly rate. To ensure adequate coverage in a staffing emergency, overtime may be required and shall be assigned on a voluntary basis. Absenting any volunteers, staff shall be required to work on a rotational basis. All other overtime, except Sundays, shall be voluntary, except in the case of emergency, and shall be compensated as follows: an employee may elect either (i) payment at the employee's regular hourly rate for the first (5) five hours of overtime in any one week and payment at the rate of one and one-half times their regular hourly rate for all additional hours worked, or (ii) compensatory time off at the employee's regular hourly rate for the first five (5) hours of overtime and compensatory time at the rate of one and one-half times their regular hourly rate for the additional hours worked. In the event an employee works at least eleven (11) continuous hours (time off for lunch and dinner shall be included in calculating such shift),

such employee shall, in addition to being compensated as set forth herein, receive ten dollars (\$10.00) and one (1) hour off without loss of pay for dinner, provided, such employee shall present a dinner receipt to the Employer and refund the difference, if any, between the amount of the dinner receipt and the ten dollars (\$10) disbursed for dinner. Additionally, employees shall receive compensatory time for any portion of such dinner during which they are required to work. No employee shall be subject to disciplinary action for declining to work an overtime shift (except for Sundays). Commencing on July 1, 2002, part-time employees who work on Sundays shall be paid at the rate of two times their regular hourly rate.

(c) Any request by an employee to work overtime must get prior written administrative approval. Administrative approval can be established by initial or signature of the Director or Assistant Director on an employee's time card. All accrued credit for overtime must be used within sixty (60) days of such accrual or same shall be added automatically to employee's next ensuing paycheck.

(d) A part-time employee is defined as one who works less than thirty-five (35) hours per week (not including Sunday hours) on a regular basis. A full-time employee is defined as one who works thirty-five hours per week (not including Sunday hours) on a regular basis.

## Section 2. REST PERIODS

All employees' work schedules shall provide a fifteen (15) minute rest period during each half-day shift (to be taken in the building, unless permission is granted by the supervisor to leave, in which event, they shall punch out and in on the time clock). The rest periods shall be scheduled at the middle of each shift, whenever this is feasible. This rest period shall not be interrupted by the Employer, except for emergencies, and Library business that must be transacted with an employee at this time shall not take place in the Employee's Lounge. Rest periods shall not be contiguous to the lunch period or the end of the work day unless administratively approved. All other rest periods shall be prorated, based upon the 15 minute interval stated above.

Commencing July 1, 2001:

7 hour person gets two 15 minute breaks;

6 hour person gets two 13 minute breaks;

5 hour person gets one 20 minute break; and

3 and 4 hour persons get one 15 minute break.

## Section 3. LUNCH PERIODS

All employees working a seven (7) hour day shall have an uninterrupted lunch period of at least one (1) hour without pay. Any employee working a six (6) hour day shall have an uninterrupted lunch period of at least thirty (30) minutes without pay.

#### Section 4. BUILDING CLOSINGS

When the Library closes for emergencies such as (i) weather, (ii) repairs or (iii) other emergency conditions beyond the control of the employees, all employees shall receive their regular rate of pay during said period without deduction. The accrual of all other benefits shall continue through this period. If such closing occurs on an employees annual, free, personal or sick day, additional time shall not be granted.

#### Section 5. ABUSE OF POSITION

Employees of the Library have the same rights and responsibilities as patrons. As such, they shall not abuse their positions. Such abuse shall include, but not be limited to, extending due dates of items, clearing in material that is lost, and/or altering the reserve queue for themselves, their families and/or friends.

### ARTICLE IV

#### WORKING CONDITIONS

##### Section 1. THE FOLLOWING SHALL BE PROVIDED BY THE EMPLOYER

(a) The Employer shall continue to provide a staff lounge, suitably furnished, which shall be kept at comfortable temperatures throughout the year. This room shall not be used for any purpose other than a staff lounge. Employees of the Library, and those persons designated by the Director shall be the only personnel permitted to use the lounge. Any such designation by the

Director shall be subject to the consent of the staff. Such consent shall be given by the C.S.E.A. unit President or their designee, if available. All library staff shall participate in maintaining the cleanliness of the staff lounge refrigerator by removing all belongings prior to 5:00 p.m. each and every Friday. Neither management nor union shall be responsible for the loss of any items.

(b) The employees shall be provided with locking closets for storage of personal items.

(c) Task oriented lighting will be provided.

(d) All employees shall be reimbursed for the cost of replacing dentures, eye-glasses, hearing aids or similar body appurtenances, clothing or other personal property not covered by Workers' Compensation or other insurance, which are destroyed, lost or damaged while on Library premises as a result of an injury or act sustained in the course of employment and which is not caused by the employee's negligence or intentionally wrongful conduct, subject to the following conditions:

(1) The aggregate of reimbursements for all employees shall not exceed \$3,500.00 per fiscal year. Commencing July 1, 2001, the aggregate of reimbursements for all employees shall not exceed \$4000.00 per fiscal year;

(2) The maximum individual reimbursement shall not exceed \$500.00 per claim. Commencing July 1, 2001, the maximum individual reimbursement shall not exceed \$675.00 per claim;

(3) In the event that at the end of the year the aggregate of all claims exceeds \$3,500.00, then each claim shall be abated proportionately. Commencing July 1, 2001, in the event that at the end of the year the aggregate of all claims exceeds \$4000.00 then each claim shall be abated proportionately;

(4) Claims for reimbursement must be filed with the Administrative Assistant who will notify the employee within twenty (20) working days as to whether the claim is proper and appropriate.

## Section 2. HEALTH AND SAFETY

No staff member shall be required to perform more than three consecutive hours of data entry without a fifteen (15) minute break (during which time they shall be required to perform another task or function); provided, this shall not apply to bar code scanning. At all times during the term of this AGREEMENT the Employer shall equip and maintain its facilities so as to provide reasonable and adequate protection to the lives, health and safety of all persons employed therein.

### Section 3. PERSONNEL RECORDS

(a) Employer shall maintain one personnel file for each employee and this file shall be available to the employee on request.

(b) No materials, excepting routine business records, will be filed until the employee has been given an opportunity to examine that material. Employees shall be required to sign any material to be placed in their file to indicate that the material has been examined by such employee. This shall not be deemed to indicate agreement with the content of the material.

(c) The employee has the right to respond in writing to any material placed in their file, and this answer shall be reviewed by the immediate Supervisor, Assistant Director, Director or Board of Trustees. Such answer shall be included in the employee's file and attached to the original material filed by the Employer.

(d) An employee shall have the right to request the removal of any materials in their personnel file, in which event they shall have the right to meet with the Director at a mutually convenient time to discuss removal of such material. The employee may be accompanied by a representative of the C.S.E.A. during such meeting.

(e) Any employee shall be furnished with a reproduction of any material kept in their file.

(f) Confidentiality of employee's file shall be guaranteed. No persons other than the Administrative Assistant to the Director, Assistant to the Director, Director, Counsel to the Library and Board of Trustees shall have access to such file without the prior consent of the employee.

(g) Material relating to any reprimand or disciplinary matter concerning an employee shall be retained in such employee's personnel file for a period of no longer than thirty-six (36) months, after which time such material shall be removed, provided that no other detrimental material shall have been placed therein during such thirty-six (36) month period.

(h) All employees who have been employed in the Library during the period of time that an asbestos ceiling was in place, shall have a letter retained in their files to that effect stating the amount of time worked at the premises during this condition.

#### Section 4. GROOMING

All employees are required to dress in a manner that is appropriate business attire, neat and well-groomed.

### ARTICLE V

#### Section 1. HOLIDAYS RECOGNIZED AND OBSERVED

(a) The Library shall be closed on the following holidays, without loss of pay to the employees regularly scheduled to work:



New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

(b) Those employees who work on the following holidays, when the Library is open, shall be paid at the rate of one and one-half times their regular rate of pay, plus one compensatory day's time off.

Veteran's Day

Martin Luther King's Birthday

Columbus Day

President's Day

Election Day

(c) The Library shall close no later than 6:00 p.m. on July 3 and Thanksgiving eve.

(d) Work schedules shall not be changed for the purpose of granting or denying any employee holiday pay.

(e) Any employee who works five (5) days per week and is not scheduled to work on a holiday listed in subparagraphs (a) and (b) of this Section shall receive one (1) compensatory day off.

## Section 2. SPECIAL OBSERVANCES

(a) The day before Christmas and the day before New Year's Day shall be special observance days. The Library will close at 1:00 p.m. on said days.

(b) Employees who work on special observance days shall be paid at their regular hourly rate for a full shift and shall suffer no deduction from accrued vacation or personal leave for the period the Library shall be closed. Employees who are scheduled to take leave on such days shall be permitted to take a full day's leave and shall be charged against such leave only for the period of time the library remains open.

(c) Employees shall be permitted to take a total of four (4) hours of leave, without loss of pay, per annum (with no carry-over) in addition to any other leave accrued. No request for such leave shall be unreasonably denied.

## ARTICLE VI

### VACATIONS

#### Section 1. CHOICE OF VACATION PERIOD

(a) Vacations shall be scheduled and taken with the understanding by the parties that to provide and maintain adequate service to the public on a year-round basis, the Library must be adequately staffed. Accordingly, all leave requests are subject to the staffing requirements of the Library.

(b) An employee may request vacation leave or compensatory time for any day or period they wish, provided that (i) sufficient and reasonably advance notice is received by the Supervisor authorized to schedule such time and (ii) such request shall not apply to lateness or early departure, nor shall any vacation time be applied to "after the fact" absences. For purposes of this Section, reasonably advance notice shall be not less than 48 hours, except in emergency. Employees with the greatest seniority in title (as determined in accordance with the provisions of Article XIII herein) shall, to the extent possible, be given first choice in scheduling vacation leave. No request for earned time off shall be unreasonably denied. Approval or denial of any such request shall be given within two (2) weeks after the same is received. If an authorized Supervisor does not receive a vacation request or preference for the remaining time from the employee by September 1 of each year, preceded by written notification of the remaining time in August, the Library Director shall set the vacation schedule for such employee in consultation with such employee.

(c) The Library will do its utmost to grant an employee vacation leave or compensatory time off for the period or day requested.

(d) In the event an employee requests sick leave for any period immediately prior or subsequent to a holiday or vacation

day, in order to receive credit for such sick leave, they must give a note to the Employer from a duly licensed medical doctor indicating that they were ill or injured during such period; provided, this provision shall apply only after the first time such sick leave is taken by the employee in any calendar year.

#### Section 2. HOLIDAY DURING VACATION PERIOD

If a holiday on which the Library shall be closed occurs during the calendar week in which a vacation is taken by an employee, such day shall not be charged against the annual leave accrued by such employee, and the scheduled vacation period of such employee shall be adjusted to account for such day.

#### Section 3. VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION

(a) Any eligible employee who is laid off, discharged, retired or separated from the service of the Employer after one (1) year of continuous employment immediately preceding such layoff, discharge, retirement or separation from service, shall be compensated with financial compensation for any earned and unused vacation time at hourly rates times the number of hours accrued for any earned and unused vacation leave.

(b) In case of death of such employee, such payment shall be made to their estate.

#### Section 4. VACATION ALLOWANCE

All employees covered by this AGREEMENT shall be entitled to the following vacation period:

(a) All full-time Librarians shall be entitled to twenty-two (22) working days of vacation leave with pay after each year of continuous employment.

(b) All full-time employees (except Librarians and Librarian Trainees) shall be entitled to vacation with pay, as follows:

- Ten (10) working days after each year for the first two (2) consecutive years of employment.
- Fifteen (15) working days after each of the third (3rd) and fourth (4th) consecutive years of employment.
- Twenty-two (22) working days after each year of consecutive employment thereafter.

(c) Part-time employees shall be entitled to vacation with pay, as follows:

- Five (5) working days after each year for the first two (2) consecutive years of employment.
- Ten (10) working days after each of the third (3<sup>rd</sup>), fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) consecutive years of employment.
- Eleven (11) working days after each year of consecutive employment thereafter.

(d) Vacation leave may not be used for other than religious holidays until a staff member has completed six (6) months of service. Vacation leave shall be calculated on a calendar year starting January 1 and ending December 31. No more than two (2) accrued vacation days may be carried over for use in any subsequent calendar year. Such carry-over shall not accrue from year to year.

(e) Vacation leave shall accrue on a pro rata basis, and may be taken by any employee after six (6) months of continuous service. Vacation benefits shall accrue for full-time employees beginning on the first day of the month following the commencement of employment. Vacation benefits shall accrue for part-time employees beginning on the first day of the second month following the commencement of employment.

#### Section 5.

Part-time employees who become full-time employees without a break in continuous employment shall, for purposes of scheduling vacation leave, be credited, on a pro rata basis, with one (1) year of full-time continuous employment for each two (2) full year period of continuous part-time employment worked by such employee.

#### Section 6.

Vacation checks covering authorized vacation periods to be taken shall be paid to full-time employees on the last day prior

to commencement of vacation, provided requested and authorized no later than thirty (30) days before commencement of vacation and, provided, further, such vacation checks shall not be given in June for July vacation, due to the change in fiscal year.

## ARTICLE VII

### SICK LEAVE

#### Section 1. ALLOWANCE

(a) Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of their employment, or who is quarantined by health authorities, or who must make medical visits which cannot be scheduled during non-working hours as a result of an illness or injury, shall receive sick leave with pay as follows:

1. Full-time employees shall accrue sick leave beginning on the first day of the month following the commencement of employment, and part-time employees shall accrue sick leave beginning on the first (1st) day of the second (2nd) month following the commencement of employment.

2. Full-time employees shall be allowed fourteen (14) days of sick leave per year of continuous employment. Part-time employees shall be allowed seven (7) days of sick leave per year of continuous employment.

3. Sick leave shall accrue on a pro rata basis to a maximum two hundred twenty-five (225) days for both full-time and part-time employees.

Section 2. COMPENSABLE INJURY.

(a) An employee who incurs a compensable injury in the course of their employment with the Library necessitating absence from work as a result thereof shall receive, during such absence, their regular salary and fringe benefits to which they would have been entitled, less any Worker's Compensation awards, reimbursements or disability benefits received, without loss of accumulated sick leave and vacation leave, provided:

1. The maximum payment hereunder shall not exceed payment for absences in excess of twenty-five (25) working days (Monday-Friday work week) per fiscal year.

2. Such set off shall not include the amount of any disability benefits procured privately by employees, which may be received in connection with any such injury, but shall include the amount of any New York State disability benefits provided pursuant to Article XI hereof.

3. The Employer is satisfied that (i) such injury occurred during the course of employment and (ii) a doctor satisfactory to the Employer (and, if deemed necessary by the Employer, chosen by them) has examined the employee and certified that said employee is unable to perform their job and that such



absence was directly caused by such injury. Such certification shall be provided to the Employer within five (5) business days after request therefor, unless an appointment for an examination cannot be secured within 5 days. In any event, the appointment date shall be provided to employer and said certification shall be provided to the employer within 5 business days after the stated appointment date. In no event shall certification be furnished later than 10 business days after request therefor.

(b) Notwithstanding the foregoing, any employee who incurs a compensable injury in the course of employment with the Library must file an accident report with the Employer within twenty-four (24) hours from such occurrence, if reasonably practicable. If such injury necessitates absence from work, then the employee must provide a note from a duly licensed medical doctor which explains the nature and prognosis of the injury.

### Section 3. ILLNESS/INJURY IN THE FAMILY

(a) Employees may use up to five (5) days of earned sick leave per year, for each occurrence, to care for any of the following individuals who sustain an illness or injury: (i) parent, child or spouse; or (ii) significant other companion, grandparent, sister, brother, step-parent, step-grandparent, step-child, step-sister or step-brother who resides in the household of the employee.

(b) Employees shall be granted up to five (5) days of leave of absence per occurrence, without loss of pay, to arrange for funeral services, mourning and household adjustments in the event of the death of any of the following individuals: (i) parent, child, spouse, grandchild, grandparent, in-law, brother, sister, aunt or uncle for whom the employee is the primary care-giver; or (ii) significant other companion, step-parent, step-grandparent, step-child, step-sister or step-brother who resides in the household of the employee.

(c) At the request of Employer, any employee requesting leave hereunder shall provide proof of filiation or residence referred to in this Section.

#### Section 4. ILLNESS/INJURY WHILE ON VACATION LEAVE

An employee who becomes ill while on vacation leave may take up to five (5) days charged to sick leave, provided: (1) the Employer receives immediate notice of such illness or injury, (2) such illness or injury shall continue for a minimum of five (5) consecutive days and (3) a doctor certifies that the illness or injury totally incapacitates such employee. In such event, vacation leave shall be rescheduled, pursuant to the Employer's approval.

#### Section 5 CATASTROPHIC LEAVE BANK

A Catastrophic Leave Bank shall be established as follows:

(a) Each employee, on a voluntary basis, may donate up to one day each year to a Catastrophic Leave Bank. The Employer shall match any such donation with one-half day for full-time employees and one-quarter day for part-time employees (or pro-rated against a 35-hour work week, whichever is less).

(b) Sick leave accrued in the Catastrophic Leave Bank may be drawn upon by an employee pursuant to the following criteria:

(i) Said employee shall have used all of their sick leave and vacation leave, except for a total of three days thereof. (ii) Any application under this Section must be approved by a committee composed of two employees designated by the union local and one member of the Library administrative staff, provided that no employee shall be permitted to draw more than ten Catastrophic Leave Bank sick days donated by the Employer per year, irrespective of employee donations. (iii) No benefits shall be permitted hereunder for terminated employees.

(c) There shall be no annual carryover of sick days donated by the Employer.

(d) When an employee separates from employment a maximum of twenty (20) unused sick days may be donated to the catastrophic leave bank; provided, there shall be no employer match.

(e) Any rules or regulations which may be deemed necessary to administer the provisions of this Section shall be jointly promulgated by the Labor-Management Committee.

## ARTICLE VIII

### PAID LEAVE

#### Section 1. JURY DUTY

Employees called to jury duty shall be excused from work for the period of service and/or qualification without loss of pay or other benefits. The employee shall reimburse the Library for all sums received from the government for serving as a juror unless otherwise provided by law.

#### Section 2. CIVIC DUTY

(a) An employee compelled by subpoena to appear as a witness before a court or other public body with respect to any matter not related to their work, and in which they are not personally involved as a plaintiff or defendant, shall be granted leave, without loss of pay, for such purpose.

(b) Employees who are certified members of volunteer fire departments or other recognized volunteer emergency organizations shall be granted leave, without loss of pay, when called to an emergency by such organization, while on duty at the Library.

#### Section 3. C.S.E.A ATTENDANCE

Three (3) designated members of the C.S.E.A. shall, upon the consent of the Director (which consent shall not be unreasonably withheld) be permitted, for not more than two (2)

hours at any one time, to attend to the business of the C.S.E.A., without loss of pay.

#### Section 4. PERSONAL LEAVE

Full-time employees shall be entitled to five (5) personal days per year with pay which shall be charged against and deducted from sick leave. Part-time employees shall be entitled to five (5) such personal days.

### ARTICLE IX

#### UNPAID LEAVE

##### Section 1. MATERNITY/PATERNITY AND CHILD CARE LEAVE

(a) Maternity, paternity and child care leave shall be granted, upon request, for a consecutive period of not more than twelve (12) months, and must commence not later than the first (1st) month after the child is born or custody is obtained for the purpose of adoption. Such leave shall be without pay, and shall be granted only after all other accrued leave shall have been used (provided, an employee may elect to retain up to five (5) days of such accrued leave for use upon their return to employment). The Employer shall not pay health or retirement benefits during such period, provided, the employee may elect, in writing, to continue health insurance at their own cost and expense. Sick leave, vacation allowance, seniority and length of service accruals with respect to annual longevity payments shall not accrue, nor shall prior accruals be lost, during such leave. Employees who take such

leave must work a total of at least six (6) months during the fiscal year immediately prior to the scheduled date of an incremental salary increase in order to be eligible for same. Employees on such leave shall be guaranteed the same title upon return, but not necessarily the same duties as when they went on such leave.

(b) In the event any employee who has been granted maternity, paternity or child care leave shall work in any capacity other than an employee of the Library during the period of such leave, such employee shall be subject to immediate termination from employment with the Library. This subsection shall not apply to part-time employment which has been held and disclosed in writing to the Employer prior to the time such leave was granted.

(c) Annual leave and sick leave pursuant to the terms herein shall run concurrently with leave pursuant to the Family Medical Leave Act.

## Section 2. UNION LEAVE

Three (3) members of the C.S.E.A. who have been duly elected to attend a function of the C.S.E.A., such as a convention or educational conference, shall, subject to staffing requirements, be granted leave, without pay, to attend any such function. The aggregate time permitted for all employees for such activities shall not exceed twenty-five (25) days in any one year.

### Section 3. OTHER LEAVES

Leave, without pay, for reasons other than those listed herein shall be granted at the discretion of the Employer. Employer shall not pay health or retirement benefits during such period, provided, the employee may elect, in writing, to continue health insurance at their own cost and expense. Sick leave, vacation allowance, seniority and length of service accruals with respect to annual longevity payments shall not accrue, nor shall prior accruals be lost, during such leave. Employees who take such leave must work a total of at least six (6) months during the fiscal year immediately prior to the scheduled date of an incremental salary increase in order to be eligible for same.

## ARTICLE X

### WAGES

#### Section 1. WAGE SCHEDULE

(a) Employees shall be compensated in accordance with the wage schedule contained in Appendix A annexed hereto. The wage schedule contained therein shall apply only to employees who (i) are employed by the Library on the effective date this AGREEMENT is entered into, or (ii) retire during the term of this AGREEMENT.

(b) Any person who is hired on or after May 1, 2000 shall be compensated at a salary to be established by the Employer in its sole discretion, subject to the minimum starting salaries as set forth in Appendix B annexed hereto.

(c) Full-time employees shall receive, in addition to the base salaries provided for in Appendix A, annual longevity payments to be paid on the date they achieve the milestones listed in subsections (i), (ii) and (iii) below, and on each anniversary date of such service thereafter. Annual longevity payments shall not be included in base salaries for purposes of increments. Such payments shall be as follows: (i) \$500.00 per annum for full-time employees employed at least ten (10) years; (ii) \$800.00 per annum for full-time employees employed at least fifteen (15) years; and (iii) \$1,000.00 per annum for full-time employees employed at least twenty (20) years.

(d) Commencing July 1, 1999, part-time employees shall receive, in addition to the base salaries provided for in Appendix A, annual longevity payments to be paid on their anniversary dates. Annual longevity payments shall not be included in base salaries for purposes of increments. Such payments shall be as follows: (i) \$250.00 per annum for part-time employees employed at least ten (10) years; (ii) \$400.00 per annum for part-time employees employed at least fifteen (15) years; and (iii) \$500.00 per annum for part-time employees employed at least twenty (20) years.

(e) Persons who begin as part-time employees and become full-time employees without a break in continuous service shall, for purposes of paragraphs (c) and (d) above, be credited, on a pro rata basis, with one (1) year full-time continuous employment for



each two (2) full years of continuous part-time employment. In no event shall payments pursuant to the provisions herein be retroactive.

(f) In the absence of the Director, the Assistant Director or Administrative Assistant or Librarian II, the senior librarian on duty shall be required to be "in charge" of, as the case may be, the main branch or satellite branch of the Library, its staff, and service to the public. There shall be no additional compensation for "in charge" duty.

(g) Employees called back to work overtime in an emergency situation shall receive compensation at double their regular rate, and shall be paid for a minimum of two (2) hours.

#### Section 2. PAY PERIOD

The salaries and wages of employees shall be paid every other week.

#### Section 3. AUTOMOBILE EXPENSES

Employees required by the Employer to use their own car for Library purposes shall be compensated for such automobile use. Each July 1, commencing July 1, 2001, the rate of compensation for such automobile use shall be amended to the then-existing rate as determined by the Internal Revenue Service.

#### Section 4. PROFESSIONAL GROWTH

(a) Full-time Librarians shall receive five hundred dollars (\$500.00) and part-time Librarians shall receive two hundred fifty dollars (\$250.00) per annum in addition to their

regular wages for every nine (9) graduate credits they obtain from fully accredited university graduate courses in their field of employment while in the employment of the Library. These sums shall not be included in their base salaries contained in Appendix A for increment purposes.

(b) Full-time Librarians shall receive five hundred dollars (\$500.00) and part-time Librarians shall receive two hundred fifty dollars (\$250.00) in addition to their regular wages for every twelve (12) undergraduate credits they obtain from fully accredited university undergraduate courses in their field of employment while in the employment of the Library; provided: (i) these sums shall not be included in their base salaries contained in Appendix A for increment purposes; and (ii) such payments shall apply to course work necessary to satisfy degree requirements, provided such course work enhances job skills.

(c) Tuition grants shall be made available to all employees for any structured course work including , but not limited to, workshops, seminars and college or continuing education courses, that enhance job performance and are not a prerequisite for any Library position. Tuition grant requests and approvals shall be required to be in writing. Such requests shall be submitted no later than the end of January in the fiscal year prior to the fiscal year in which such tuition grant is requested to be used. Such tuition grants must be approved by the Director. Total

tuition grants for all employees shall not exceed Fifty-Two Hundred Fifty (\$5,250.00) Dollars in the third contract year. Such grants shall be pro rated amongst the participants. There shall be no carry forward to subsequent years of money available for tuition grants which has not been expended in any prior year.

(d) In order to qualify for tuition grants and credit bonuses, a course grade of "B" or better must be earned.

(e) Employees required to attend educational seminars shall receive advanced payment for fees and expenses where reasonably feasible.

#### ARTICLE XI

#### HOSPITALIZATION, MEDICAL AND DISABILITY BENEFITS

##### Section 1. HOSPITAL AND MEDICAL COVERAGE BENEFITS

(a) The Employer shall pay the entire cost of premiums for membership in the New York State Health Insurance Program by full-time employees who are not on unpaid leave and who were hired prior to July 1, 1997 (including employees on the Library payroll on or before such date, who are promoted to new or full-time positions on or after said date).

(b) The Employer shall pay ninety percent (90%) of the cost of premiums for membership in the New York State Health Insurance Program by full-time employees who are not on unpaid leave and who are hired on or after July 1, 1997.

(c) The Employer shall pay the entire cost of the premiums for dependent coverage for membership in the New York State Health Insurance Program by eligible members of the immediate family of full-time employees who are not on unpaid leave and who were hired prior to July 1, 1997 (including employees on the Library payroll on or before such date, who are promoted to new or full-time positions on or after said date).

(d) The Employer shall pay ninety percent (90%) of the cost of the premiums for dependent coverage for membership in the New York State Health Insurance Program by eligible members of the immediate family of full-time employees who are not on unpaid leave and who are hired on or after July 1, 1997.

Section 2. "OPT-OUT" PROVISION.

An employee, who is (i) an individual member or (ii) an individual member and dependent coverage participant in the New York State Health Insurance Program provided hereunder, and who elects to decline to participate in said plan, shall receive a lump sum contribution from the Employer in the amount of fifty percent (50%) of the Employer's cost of such coverage for combined individual and dependent coverage participant members on the anniversary date of each year during which such employee has not been a participant in such coverage plan, provided, prior to such election, such employee shall have: (i) delivered to the Employer a signed and duly notarized written document indicating the

employee's intention to decline such coverage and (ii) provided proof satisfactory to the Employer of other health insurance coverage for any such period; and, provided further, the Employer shall have the right to bar such election by any employee if the Employer determines, in its sole reasonable discretion, that any substitute health insurance coverage procured by the employee is in any respect inadequate.

### Section 3. DISABILITY BENEFITS

Commencing July 1, 1999, all employees shall be covered by the New York State Disability Plan. Each employee so covered shall contribute the maximum co-pay permissible by law to such Plan, and the Employer shall contribute the balance of the premiums therefor.

## ARTICLE XII

### RETIREMENT PLAN/UNUSED LEAVE

(a) The Employer shall pay the Employer's share provided by law of the retirement contributions for tier one (1), tier two (2), tier three (3) and tier (4) employees to the New York State Retirement System under Chapter 1006, Laws of 1966, Section 75i, so long as permitted by law, during the term of this AGREEMENT.

(b) Any employee who has been employed by the Long Beach Public Library for ten (10) consecutive years or more and who leaves such employment for any reason, other than being discharged

for cause, shall be compensated at the time of separation for (i) fifty per cent (50%) of their accrued, but unused sick leave at the rate of their daily wage (at the time of separation) for the first ten (10) years of continuous employment and (ii) sixty per cent (60%) of their accrued, but unused sick leave at the rate of their daily wage (at the time of separation) after the first twenty (20) years of continuous employment. Any such payment shall be made to the designated beneficiary of any employee who (i) dies in service after actively serving in their regular capacity for at least one (1) day in the final fiscal year of service and (ii) shall have delivered to the Employer a written authorization, signed by the employee, so designating a beneficiary. A form of such authorization shall be annexed as Exhibit B hereto. In the event an employee does not so designate a beneficiary, any monies due such employee hereunder shall be disbursed to the estate of such employee in accordance with applicable law.

(c) An employee may elect to apply the following to the payment of health insurance premiums: (i) the full value of unused vacation time accrued pursuant to Section 2 of Article VI hereof, and/or (ii) fifty percent (50%) of accrued sick leave, in lieu of the payment provided for in subparagraph (b) of this Article.

(d) Retiring employees who are eligible to participate in the New York State Retirement System pursuant to this Article shall also be eligible for the benefits provided under subdivision j of

section forty-one (41j) thereof ("41J Benefits"), pursuant to the following: As provided in Section 1(a)(3) of Article VII hereof, Employer shall allow a maximum accumulation of two hundred twenty-five (225) days sick leave per employee. An employee may elect to apply the full value of accrued sick leave for which they have not been compensated or have not applied towards payment of health insurance premiums towards 41J Benefits, up to the maximum accrual permitted by law at the time of selection of this option, provided, the total of sick leave applied to 41J Benefits and compensation pursuant to paragraphs (b) and (c) of Article XII shall not, in accordance with the provisions of Section (a) 3 of Article VII hereof, exceed two hundred twenty-five (225) days.

#### ARTICLE XIII

##### SENIORITY

(a) Seniority shall mean the length of continuous full-time employment with the Employer since an employee's last date of hire. No more than once each year, the employer shall, upon request, furnish each employee's date of hire, date of any change in job title, and any breaks in service, so that the union may determine each employee's seniority.

(b) Voluntary resignation and retirement shall not be considered breaks in continual service for purposes of seniority, provided (i) an employee returns to work with the Employer within

one (1) year of such occurrence and (ii) such time shall not be included in calculating accrued seniority time. Persons who begin as part-time employees and become full-time employees without a break in continuous service shall, for purposes of seniority, be credited, on a pro rata basis, with one (1) year full-time continuous employment for each two (2) full years of continuous part-time employment. Full-time employees shall have seniority over part-time employees regardless of length of service.

(c) There shall be no deduction from continual service for any time lost which does not constitute a break in continual service.

#### ARTICLE XIV

#### WORK FORCE CHANGES

##### Section 1. COMPETITIVE CIVIL SERVICE JOBS

Whenever there is a vacant position within the scope of the Civil Service Law, such position shall be filled in accordance with the procedures provided by the Rules and Regulations of the Civil Service Law.

##### Section 2. LAYOFF

(a) In the event it becomes necessary to lay off full-time employees with tenure, they shall be laid off in the inverse order of their seniority within the same job classification in which layoffs occur.



(b) No full-time employee with tenure shall be laid off until all part-time employees within the job classification have been laid off, provided such full-time employee consents to work part-time, if required, at the hours requested by the Employer, and perform the duties of the laid off part-time employee within the same job classification.

(c) The Employer shall forward a list of all employees with tenure who are about to be laid off to the C.S.E.A. secretary on the same date that the notices are issued to the employees.

(d) All employees with tenure and the Local 1000 Unit President shall be given at least fourteen (14) calendar days notice of layoff.

(e) For purposes of this Section, "tenure" shall mean employees who have been employed by the Library for twelve (12) or more months of continuous employment.

(f) No regular full-time or part-time employees of the Long Beach Public Library shall be replaced by federal workers, workfare workers, CETA employees, volunteers, employees of the Long Beach School District or Manpower personnel funded by sources from any and all Federal, State, County or City agencies, grants or work projects, including the Long Beach School District. Except as hereinbefore provided, the C.S.E.A. shall give its consent to any application for CETA employees or other governmentally-funded employees, where required by the funding agency.

(g) It shall be the general policy of the Employer to fill vacant or new positions above entry level positions by promotion of qualified existing Library personnel. All new job positions shall be posted for ten (10) days at the main branch of the Library as well as at each of the branches.

#### ARTICLE XV

#### SETTLEMENT OF DISPUTES

#### GRIEVANCES

Grievances concerning the application or interpretation of the terms and provisions of this AGREEMENT (except for grievances involving disciplinary matters covered by Article 5, Section 75 of the Civil Service Law) shall be governed by the procedure hereinafter set forth.

#### Section 1. GENERAL PROVISIONS

(a) The time limits specified herein for filing grievances, answers and appeals shall be strictly adhered to and may be modified or extended only by the mutual written consent of the parties. In the event the employee or the C.S.E.A. fails to file an appeal or grievance within the time periods specified herein, the grievance shall be deemed settled on the basis of the Employer's last answer and no further proceedings concerning the grievance shall take place. In the event the Employer shall fail to answer or supply the C.S.E.A. with its answer within the time periods specified herein, the grievance shall be deemed

automatically positioned for appeal at the next Step with the time period for exercising said appeal commencing on the expiration date of the time period provided for the Employer to supply such answer.

(b) For purposes of this Article, days shall mean Mondays through Fridays only on which the Library is open.

(c) All grievances, answers and appeals must be in writing, and must be submitted within the time periods hereinafter set forth. Grievances must be filed in writing, as hereinafter set forth, within ten (10) days of the occurrence or cause for complaint, or of actual or constructive notice thereof. Settlement of grievances initiated more than ten (10) days after the occurrence due to lack of actual or constructive knowledge or notice thereof shall not be retroactive to any date prior to the date of filing.

(d) An aggrieved employee shall have the right to representation by the C.S.E.A. unit President or their designee, and the appropriate authority shall, within the operating needs of the Employer, arrange for the presence of such individual at the Step One grievance hearing. It is also understood and agreed that such representation shall be available to the aggrieved employee for the purpose of investigating the grievance, provided, however, it is further understood and agreed (i) no such investigation shall cause interference with the operations of the Library and (ii) the time periods specified herein for the filing of grievances, appeals

and conducting hearings shall not be enlarged due to any investigation, unless mutually agreed in writing.

(e) All grievances shall be addressed and determined pursuant to the following four-step procedure. No step may be omitted unless agreed to in writing by the parties.

## Section 2. GRIEVANCE PROCEDURE

### Step 1:

Grievances must be filed on forms provided by the Employer. A copy of the grievance form is attached hereto as Exhibit C. An answer to the grievance shall be given by the Employer within two (2) days after the grievance has been heard or as soon as practicable thereafter as the same may be addressed by the Employer. Grievances shall be heard within five (5) days after the filing of a grievance at a meeting between the aggrieved employee, the designated union representative, and the employee's supervisor or the Employer's designee.

### Step 2:

If a grievance is not satisfactorily settled pursuant to the procedure set forth in Step 1, the aggrieved employee or the C.S.E.A. shall have the right to appeal the answer provided in Step 1 to the Director of the Library or his designee within five (5) days after the receipt of such answer. A meeting shall be held within ten (10) days of the receipt of an appeal by the Director of the Library. The Employer may designate another person for this

purpose. The meeting shall be between the employee, the designated union representative steward and the Director of the Library or his designee. An answer by the Employer shall be submitted to the C.S.E.A. within ten (10) days after the conclusion of such meeting.

Step 3:

If a grievance is not satisfactorily settled pursuant to the procedure set forth in Step 2, the C.S.E.A. may appeal the answer of the Employer to the Board of Trustees within five (5) days after the receipt thereof. A meeting of the parties shall be held on said appeal within ten (10) days after submission thereof by the C.S.E.A. to the Board of Trustees. The Employer shall submit an answer to the appeal within ten (10) days after the conclusion of such meeting. It is understood that failure of the C.S.E.A. to appeal within the stated time periods in the procedure shall commit the C.S.E.A. and the aggrieved employee to the position of the Employer as last stated. If the Employer does not answer within the time periods set forth herein for that purpose, the matter shall be deemed positioned for the next step of this procedure.

It is also understood that if either of the parties to this AGREEMENT deems that a question of broad enough importance exists, the party feeling so aggrieved shall have the right of submission of a grievance directly to the other in writing to be

discussed within five (5) days after submission by those named as participants in Step 3 herein.

Step 4:

If a grievance is not settled pursuant to the procedure set forth in Step 3, the aggrieved employee, with the consent of the C.S.E.A., shall have the right to submit the grievance to impartial arbitration, as hereinafter provided, within thirty (30) days after receipt of the Employer's answer provided in Step 3. Failure to receive an answer shall not bar submission of the grievance to arbitration; provided, however, any such submission must be filed within five (5) days after the ten (10) day period during which the answer to the grievance or appeal, as the case may be, was required to be served upon the appropriate party.

It is understood and agreed that disciplinary matters which are not covered by Article 5, Section 75 of the Civil Service Law of the State of New York, may be processed through this procedure for employees having six (6) months or more seniority, but nothing herein will be construed to limit anyone's statutory rights.

ARBITRATION

It is understood and agreed that only grievances arising out of the application and/or the interpretation of the terms of this AGREEMENT shall be subject to the grievance and arbitration procedure set forth herein. It is also understood and agreed that

renegotiation or proposed changes in the existing schedule of salaries, rates of pay, and content of jobs, shall not be subject to the grievance and arbitration procedure.

An arbitrator shall have no power to modify any of the terms of this AGREEMENT, nor shall an arbitrator be authorized to rule on any issue not contained in the "Step 3" grievance proceeding. The decision of the arbitrator shall be final and binding upon all parties, and except for statutory rights which cannot be waived, arbitration shall be the exclusive remedy for the ultimate disposition of grievances.

The expenses of an arbitrator shall be shared equally by the parties.

If a matter is submitted to arbitration, the parties shall consult with each other about agreeing upon a mutually acceptable arbitrator. If no such agreement can be reached within ten (10) days after the matter is noticed for arbitration, the grieving party shall submit the matter to the American Arbitration Association for resolution.

If the arbitrator's ruling contains an order that all matters pertaining to the grievance proceedings shall be removed from the aggrieved's personnel file, the Employer shall comply with such order.

No reprisals of any kind shall be taken by either party, or by a member of the administration, against any member of the

grievance committee, or any participant in the grievance procedure, by reason of such participation.

#### ARTICLE XVI

##### SAVINGS CLAUSE

Whenever possible, each provision of this AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this AGREEMENT shall be prohibited by or rendered invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this AGREEMENT. Upon the rendering of any of the provisions of this AGREEMENT invalid, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

#### ARTICLE XVII

##### STRIKES AND LOCKOUTS

###### Section 1. LOCKOUTS

No lockout of employees shall be instituted by the Employer during the term of this AGREEMENT.

###### Section 2. STRIKES

No strikes of any kind shall be caused or sanctioned by the C.S.E.A. or the employees during the term of this AGREEMENT.

#### ARTICLE XVIII

##### GENERAL PROVISIONS

###### Section 1. PLEDGE AGAINST DISCRIMINATION AND COERCION



(a) The provisions of this AGREEMENT shall be applied equally to all employees in the bargaining unit without discrimination of any kind. The C.S.E.A. shall share equally with the Employer the responsibility for applying this provision of the AGREEMENT.

(b) The Employer agrees not to interfere with the rights of employees to become members of the C.S.E.A., and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of C.S.E.A. membership or because of any employee acting in an official capacity on behalf of the C.S.E.A. Nothing herein shall be construed as requiring any employee to join the C.S.E.A. The right of an employee to join or withdraw from the C.S.E.A., if they so desire, or to refrain from C.S.E.A. membership, is recognized by the parties to this AGREEMENT.

(c) The C.S.E.A. recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

#### ARTICLE XIX

#### MANAGEMENT RIGHTS

The C.S.E.A. and the employees recognize that the Employer has complete authority over the policies and administration of the Library under the provisions of law and in

fulfilling its affairs and to direct the work force, and to make all decisions concerning the operation of the Library and its work force, including but not limited to, the increase and decrease of the work force, discipline and all other rights normally inherent in management, except as is otherwise limited by the terms of this AGREEMENT. The failure to exercise any of these rights shall not be deemed to be a waiver thereof.

The Employer is vested with, but not limited to, the following specific reserved rights, except as otherwise provided in this AGREEMENT: the right to determine its services, staffing and the scheduling thereof, including the hours of performing these services, the methods, processes and means of its operations, changes in existing methods and facilities, the right to schedule vacation time in accordance with the needs of the Library, the right to open, relocate and close any agency, the right to locate its own employees where deemed necessary, to hire employees on a regular, probationary, seasonal or temporary basis and assign them to duties; the right to supervise and direct employees in the performance of their duties; the right to suspend or discharge employees or take other appropriate disciplinary action; the right to establish and promulgate rules and regulations and from time to time, to add to or change such rules and regulations subject to the Civil Service Law, Rules and Regulations.

## ARTICLE XX

### ENTIRE AGREEMENT AND MODIFICATION

This AGREEMENT contains the entire understanding of the parties and may not be changed except by a written instrument signed on behalf of both parties.

## ARTICLE XXI

### TERMINATION

Except as otherwise provided herein, this AGREEMENT shall be effective as of the 1st day of July 2000, and shall remain in full force and effect until the 30th day of June 2003. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, one hundred eighty (180) days prior to the termination date, that it desires to modify this AGREEMENT. In the event that such notice is given, negotiations shall begin not later than one hundred fifty (150) days prior to the termination date; this AGREEMENT shall remain in full force and be effective during the period of negotiations and until notice of termination of this AGREEMENT is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this AGREEMENT, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not in any event be prior to the expiration date of this AGREEMENT set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their  
hands as of this 1st day of \_\_\_\_\_, 2001.

FOR: CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC.

By:

Jennifer L. Peltz  
J. E. Delk CSEA

LOCAL 1000 NEGOTIATOR

FOR: LONG BEACH  
PUBLIC LIBRARY

By:

Paula Freund  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX A - Salary Rates

Full Time <u>Annual</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
J. Firth	44,751.12	46,851.12	48,673.31
M.A. Buss	41,527.09	43,527.09	45,224.65
M. Falabella	33,000.06	Resigned - Effective 9/01/00 for payroll	
J. Flanagan	33,000.06	- Resigned Effective 01/10/01	
R. Fox	32,200.00	34,200.00	35,533.80
F. Heft	41,341.79	43,341.79	45,032.12
J. Menges	33,728.00	35,728.00	37,121.39
E. Pollis	33,200.06	35,200.06	36,572.86
A. Wendol	33,000.06	35,000.06	36,365.06
J. Yonish	44,247.26	46,247.26	48,050.90
P. Boccia	Trainee Salary based on credits earned		
D. Sardo	36,653.49	38,053.49	39,537.58
G. Wagner	35,011.63	36,411.63	37,831.68
A. Farr	27,034.90	28,434.90	29,734.90
N. Hoffman	25,880.24	27,280.24	28,580.24
M. Mcconnach	28,836.40	30,236.40	31,536.40
G. Moskowitz	25,232.21	26,632.21	27,932.21
D. Schimmenti**	24,595.58	Maternity Leave	
N. Fells	23,794.80	25,194.80	26,494.80

APPENDIX A

<u>Part Time Hourly</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
D. Farias	12.52	13.02	13.52
E. Goldstein	16.67	17.34	18.01
E. Kalickstein	18.94	19.70	20.47
R. Santangelo	13.59	14.14	14.69
I. Carolina	13.81	14.37	14.93
V. Gartland	9.90	10.29	10.69
A. Green	16.74	17.41	18.08
K. Hammill	9.85	10.24	10.64
L. Kappel	15.69	16.32	16.96
J. King	14.87	15.46	16.06
Y. Kramer	11.55	12.01	12.48
S. Kutsmeda	10.79	11.22	11.65
C. Parker	9.75	10.14	10.54
A. Platt	14.50	15.03	15.67
J. Rodriguez	9.85	10.24	10.64
L. Sheer	9.75	10.14	10.54
M. Arroyo	12.87 - Resigned Effective 03/13/01		
T. Hall	11.80	12.27	12.75
H. Watts	11.74	12.21	12.69

# APPENDIX B

<u>Starting Salaries</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
Librarian II, Full Time	35,425	36,720	38,040
Librarian II, Part Time	19.46 p.h.	20.18 p.h.	20.90 p.h.
Librarian I, Full Time	32,200	33,390	34,580
Librarian I, Part Time	17.69 p.h.	18.35 p.h.	19.00 p.h.
Librarian Sunday Only	25.50 p.h.	26.50 p.h.	27.50 p.h.
Trainee, Full Time	28,950	30,140	31,330
Trainee, Part Time	15.91 p.h.	16.56 p.h.	17.21 p.h.
Library Programmer, F/T	23,550	24,450	25,350
Library Programmer, P/T	12.94 p.h.	13.43 p.h.	13.93 p.h.
Information Assistant F/T	22,300	23,190	24,075
Information Assistant P/T	12.25 p.h.	12.74 p.h.	13.23 p.h.
Clerk, Full Time	17,700	18,315	18,805
Clerk, Part Time	9.73 p.h.	10.06 p.h.	10.33 p.h.
Custodian, Full Time	21,360	22,225	23,115
Custodian, Part Time	11.74 p.h.	12.21 p.h.	12.70 p.h.

Promotional Increment \$1,820 paid one time for promotion and added to base for Librarian I to Librarian II

Clerk to Senior Clerk

Twenty-Five cents (25) differential for Branch Heads

### APPENDIX C

Salary for the Trainee Title shall be determined by the number of credits completed towards the Masters of Library Science, with the beginning wage to be \$3,250.00, less than the beginning Librarian wage. There shall be six (6) steps associated with the completion of credits; every six (6) credits shall result in an increment of \$500.00. Upon appointment to the Beginning Librarian Title, there shall be an increase of \$250.00 to the Beginning Librarian wage. Trainees must provide the Business Office with appropriate documentation reflecting any change in credits earned which result in change of steps.

All other benefits shall be as for full-time employees except the vacation entitlement which shall be fifteen (15) days per annum for the term of the traineeship for a full-time trainee.





EXHIBIT A

APPLICATION FOR CSEA MEMBERSHIP

CSEA, Inc. / Local 1000 AFSCME, AFL-CIO

143 Washington Ave., Box 7125, Capitol Station, Albany, New York 12224

I HEREBY AUTHORIZE CSEA, INC., LOCAL 1000 AFSCME, AFL-CIO TO BE MY EXCLUSIVE REPRESENTATIVE FOR COLLECTIVE BARGAINING AND, THEREFORE, REVOKE ANY OTHER AUTHORIZATION OF ANY OTHER REPRESENTATIVE THAT I MAY HAVE PREVIOUSLY DESIGNATED. I UNDERSTAND THAT MY CSEA MEMBERSHIP BEGINS WHEN DUES ARE DEDUCTED.

TO THE FISCAL OR PAYROLL OFFICER OF MY EMPLOYER:

I have applied for membership in CSEA and hereby authorize you to deduct CSEA dues from my salary in the amount certified by CSEA in this and succeeding years of my employment and membership. I understand that membership dues, as of January 1, 2000, are \$3.86 bi-weekly if annualized salary is under \$5,000, \$5.80 bi-weekly if annualized salary is \$5,000 - \$9,999, \$7.96 bi-weekly if annualized salary is \$10,000 - \$12,999, \$9.94 bi-weekly if annualized salary is \$13,000 - \$15,999, \$11.26 bi-weekly if annualized salary is \$16,000 - \$21,999, \$12.63 bi-weekly if annualized salary is \$22,000 - \$27,999, \$12.89 bi-weekly if annualized salary is \$28,000 - \$29,999, \$13.75 bi-weekly if annualized salary is \$30,000 - \$31,999, \$14.50 bi-weekly if annualized salary is \$32,000 - \$33,999, \$14.78 bi-weekly if annualized salary is \$34,000 - \$35,999, \$15.59 bi-weekly if annualized salary is \$36,000 - \$37,999, \$16.40 bi-weekly if annualized salary is \$38,000 - \$39,999, \$16.82 bi-weekly if annualized salary is \$40,000 and higher. 3% of my dues is appropriated for political action purposes and a portion is appropriated for a subscription to *The Work Force*, the official publication of CSEA. I understand that this authorization may be revoked at any time by written notice to you.

I understand that: dues, contributions or gifts to CSEA are not deductible as charitable contributions for federal income tax purposes. Dues paid to CSEA, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_

(PLEASE PRINT)

*Local #882*

Name of CSEA LOCAL

This space for CSEA office use only

- ☐ Mr.  
☐ Mrs.  
☐ Ms.  
☐ Miss

First MI Last Annualized Salary Job Title

RESIDENCE street and number city state zip code

WORK ADDRESS street and number city state zip code

NAME OF AGENCY AND / OR FACILITY

AREA CODE

HOME PHONE NUMBER

EMPLOYED BY

DATE OF HIRE

Agency No. (if any)

Payroll Item Number

SOCIAL SECURITY NUMBER

Rev. 12 - 99



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EXHIBIT C

**LONG BEACH PUBLIC LIBRARY**

also known as  
ALLARD K. LOWENSTEIN PUBLIC LIBRARY

**GRIEVANCE FORM**

Name of Grievant or Group

Date Grievance Brought

Contract Article & Section Involved

Nature of Grievance including dates of occurrence:

Action Sought:

Signature of Grievant

Signature of Chairperson  
of Grievance Committee

STEP 1 - IMMEDIATE SUPERVISOR

Date of Hearing

Case History:

Response:

Signature of Supervisor

Date of Response

Date of Transmittal to  
Chairperson of Grievance  
Committee

Appeal to Step 2

Signature of Grievant

Date of Appeal to Step 2  
(Director or Designee)

Signature of Chairperson  
of Grievance Committee

STEP 2 - DIRECTOR OR DESIGNEE

Date of Hearing

Case History:

Response:

Signature of Supervisor

Date of Response

Date of Transmittal to  
Chairperson of Grievance  
Committee

Appeal to Step 3

Signature of Grievant

Date of Appeal to Step 3  
(Board)

Signature of Chairperson  
of Grievance Committee

DISPOSITIONS

Board Decision Attached:

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Arbitrator's Decision Attached: